

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

MORGAN HOWARTH,

Plaintiff,

v.

HERO BUILD SOLUTIONS, LLC,

Defendant.

Civil Action No. 1:20-cv-4874-SCJ

PLAINTIFF'S STATUS REPORT

Pursuant to the Court's Order [Doc. #33] of May 31, 2024, Plaintiff MORGAN HOWARTH ("Plaintiff"), by and through his counsels, hereby files his status report.

The current post-judgment dispute concerns Defendant's refusal to cooperate with Plaintiff's effort to pursue a claim with Defendant's insurance provider for the money judgment. Plaintiff opposes Defendant's counsel's motion to withdraw [Docs. ##32 and 34] until this issue is resolved.

On Oct. 10, 2023, the Bankruptcy Court partially granted Plaintiff's motion for a Rule 2004 examination and ordered Defendant to produce *inter alia* "Copies of any insurance policies that may provide coverage for any claims asserted in the matter styled *Morgan Howarth v. Hero Building Solutions, LLC*, Case No. 1:20-cv-04874-SCJ maintained by Debtor for the period commencing January 1, 2020, to the

present.” *In re Hero Build Solutions, LLC*, 23-53036-JWC (N.D. Ga.), Doc. #18 [Doc. #35-5].

Despite the clear instructions of the Bankruptcy Court’s order, Defendant only produced certificates of insurance for 2020-2023 and refused to disclose the complete insurance policies. Defendant argued that “...there was no possibility, even theoretically, to pursue any insurer.” *In re Hero Build Solutions, LLC*, 23-53036-JWC (N.D. Ga.), Doc. #23, p.2.

On Dec. 29, 2023, the Bankruptcy Court partially granted Plaintiff’s motion to compel and ordered Defendant to produce the complete insurance policies. *See In re Hero Build Solutions, LLC*, 23-53036-JWC (N.D. Ga.), Doc. #30 [Doc. #35-7]. The complete insurance policies showed that at least two of the policies include an advertising injury provision that provides coverage for copyright infringement arising out of Defendant’s actions that is applicable to the judgment in this case (copyright infringement in Defendant’s website that promoted its services).

On March 20, 2024, Plaintiff conducted a Rule 2004 deposition of Defendant’s representative Mr. Ramis. Mr. Ramis stated under oath that he would not file a claim with his insurer.¹

¹ Defendant’s status report states that the Trustee declined Plaintiff’s request to pursue the

Defendant has refused to cooperate with Plaintiff in filing a claim for coverage to enforce a valid money judgment in this case. If Defendant refuses to cooperate with Plaintiff to enforce a valid order of this Court, the Court should order Defendant to cooperate and take whatever steps are necessary for the Plaintiff to pursue an insurance claim and thereby effectuate this Court's order of a money judgment.

Dated: June 12, 2024

Respectfully submitted,

/s/ Evan A. Andersen

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insurance claim. *See* Doc. #35, p.6. This is false. Plaintiff was still considering a proposal made by the Trustee to pursue the claim when the Bankruptcy Court closed the case. Defendant's status report is otherwise replete with irrelevant inflammatory material in a transparent attempt to paint a false picture of Plaintiff and Plaintiff's counsel. Defendant's approach is counter-productive to resolving a simple post-judgment dispute. If Defendant had turned over the insurance policies in response to the discovery request in the Bankruptcy proceeding or in response to the post-judgment discovery requests in January of 2023 none of these hearing or even the bankruptcy petition would have been necessary.

(Admitted Pro Hac Vice)
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CERTIFICATE OF COMPLIANCE

The undersigned does hereby certify that this pleading was prepared in Times New Roman font, 14-Point, in compliance with Local Rule 5.1.C.

/s/ Evan A. Andersen
EVAN A. ANDERSEN

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the date and by the methods of service noted below, a true and correct copy of the foregoing was served to the following:

Via ECF

York Gaskill, LLC
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DATED: June 12, 2024.

/s/ Evan A. Andersen
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